

Contract No. TA-3034
Amendment No. 1

Westinghouse Electric Corporation
Friendship International Airport
Baltimore, Maryland

Gentlemen:

1. This document constitutes Amendment No. 1 to Contract No. TA-3034 between Westinghouse Electric Corporation and the United States of America.

2. Pursuant to the provisions of Clause 33, NEGOTIATED OVERHEAD RATES, in the General Provisions of the contract, it is necessary to amend the contract in certain particulars as follows:

In PART IV - PAYMENTS, of the contract schedule, the following Paragraph (c) is added beneath the heading "NEGOTIATED OVERHEAD RATES."

(c) Final Rates - the final overhead rates for use in computing contract costs shall be as follows:

25X1A

Manufacturing Adjustment Factor
Engineering Adjustment Factor
G & A Rate

3. All other terms, conditions and requirements of Contract No. TA-3034 remain unchanged.

4. Please indicate your receipt of this Amendment No. 1 to Contract No. TA-3034 and your acceptance thereof by executing the original and two copies of this amendment. Return the fully executed original and one copy of this amendment to the undersigned and retain the remaining copy for your files.

Very truly yours,

25X1A

ACKNOWLEDGED AND ACCEPTED
WESTINGHOUSE ELECTRIC CORPORATION

25X1A

BY

TITLE

DATE

Contracting Officer

DOCUMENT NO.

NO CHANGE IN CLASS. ☒

☐ DECLASSIFIED

CLASS. CHANGED TO: TS S C

NEXT REVIEW DATE:

AUTH: HR 70-2

DATE: 6/1/82 REVIEWER: 064540

SECRETSAPC-1399
C 3 7 6**NEGOTIATED CONTRACT**

Contract No. 3034

Westinghouse Electric Corporation
Friendship International Airport
Baltimore 27, Maryland

Contract for: Avoidance System

Amount: [REDACTED]
(Estimated) 25X1A

Mail Invoices to:

Performance Period:
See Schedule**Administrative Data:**

This contract is entered into by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation incorporated in the State of Pennsylvania, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions which together with this signature page and the accompanying Certificate comprise this Contract No. TA 3034. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 38 May 1957.

Signatures:**WESTINGHOUSE ELECTRIC CORPORATION****THE UNITED STATES OF AMERICA**

BY [REDACTED] 25X1A

BY [REDACTED] 25X1A

TITLE Vice Pres.TITLE Contracting Officer

DOCUMENT NO.

NO CHANGE IN CLASS. ☒☐ UNCLASSIFIED

DATE: 6/1/82 BY: TS S G

REVIEWED BY: [REDACTED]

DATE: 6/1/82

DATE: 6/1/82 REVIEWED: 064540

SECRET

AUTHORIZATION FOR REGIONAL MANAGERS TO SIGN PROPOSALS AND CONTRACTS

*Extracts from Minutes of a Meeting of the Board of Directors
of Westinghouse Electric Corporation Held July 29, 1953*

"Resolved, that the duly appointed Managers of the Regional Offices and of the Government Office in Washington, D.C., of the Corporation, be and they hereby are authorized and empowered to sign proposals and enter into contracts for the sale of apparatus and supplies on behalf of the Corporation."

DULY APPOINTED REGIONAL MANAGERS

The following named persons are the duly appointed Managers of the Regional Offices and the Government Office, Washington, D.C., of Westinghouse Electric Corporation.

25X1A

Atlanta
Chicago
New York
Philadelphia
Pittsburgh
St. Louis
San Francisco
Washington, D. C. (Government Office)

25X1A

I, [REDACTED] Vice President of Westinghouse Electric Corporation, do hereby certify that the foregoing statements are correct.

Witness my hand and the seal of the said Corporation duly attested by its Assistant Secretary this

28th day of May 1957

WESTINGHOUSE ELECTRIC CORPORATION

25X1A

By [REDACTED]
Vice President

25X1A

Attest: [REDACTED]
Assistant Secretary

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Contract No. TA 3034

SCHEDULE

PART I - CONTRACT WORK

The Contractor shall furnish the necessary personnel, materials, supplies, facilities and services, except as otherwise provided herein, and shall do all things necessary to design, develop and test an avoidance system conforming to the Contractor's proposal AAN-30342A, dated 22 January 1957. The contract work shall consist of three phases, as follows:

1. The first will be a design phase in which all parameters will be reviewed. Reference will be made to the results of flight tests on another avoidance system program now being performed for the Government. This study phase shall result in detailed specification of the avoidance system equipment.
2. The second phase will consist of the development and fabrication of a breadboard model of the equipment from approved specifications and testing of the electrical designs by means of laboratory breadboard set-ups of all portions of the circuitry.
3. The third phase will consist of the design and construction of a flyable developmental model of the avoidance system. This model will be designed and built using MIL-E-5400 specifications as a guide only. Complete parts lists will be furnished but no formal non-standard parts and materials procedure will be used. No destructive tests will be performed on the completed model; however, the following tests shall be made: Explosion -- Temperature over the range - 55 degrees C. to + 55 degrees C. Vibration - in accordance with MIL-E-5400 specifications. The Contractor shall furnish the Contracting Officer Monthly Letter Progress Reports fully indicating status of design and construction by means of block diagrams, schematics and pertinent technical data as a result of calculations and measurements; and a final report together with a set of reproducible drawings, sketches and change notices to which the flyable developmental model was constructed. Consideration will be given to the fact that it is planned, subject to the results accomplished hereunder and negotiation and execution of a mutually acceptable amendment to this contract, to include flight tests with the developmental model installed in a Government-furnished aircraft. Provisions for bailment of such aircraft together with other considerations will be included in the amendment.

PART II - PERIOD OF PERFORMANCE AND DELIVERIES

The Contractor shall exert all reasonable efforts to complete the contract work in accordance with the following time schedule:

Phase 1 - Within one (1) month after receipt of executed contract.

Phase 2 - Within thirteen (13) months after receipt of approval by the Contracting Officer's representative of the detailed specifications developed under Phase 1.

Phase 3 - Within thirteen (13) months after receipt of approval by the Contracting Officer's representative of the detailed specification developed under Phase 1. Work on Phases 2 and 3 will be performed concurrently to reduce the over-all elapsed time.

Delivery of the final report and drawings shall be made upon completion of Phase 3.

*TWO (2) MONTHS AFTER
EDK PKA*

Deliveries of completed items under this contract shall be made f. o. b. Contractor's plant, Baltimore, Md.

PART III - ESTIMATED COST AND FIXED FEE

1. The estimated cost of the performance of this contract, exclusive of the fixed-fee, is [REDACTED]

25X1A

25X1A

2. The fixed-fee for performance of this contract is [REDACTED]

25X1A

25X1A

PART IV - PAYMENTS

In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled "ALLOWABLE COSTS, FIXED FEE, AND PAYMENT," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in PART III, above, and the Allowable Cost incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section IV, Part 2, Armed Services Procurement Regulations." It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of costs hereunder when incurred or paid by the Contractor and when necessary and required and used for the performance of work hereunder:

NEGOTIATED OVERHEAD RATES

(a) Overhead Periods - The periods, as contemplated by paragraph (b) of the clause of the General Provisions hereof entitled "Negotiated Overhead Rates", shall be for twelve (12) months each, except

that the first period shall extend from commencement of performance under this Contract (Reference General Provision 33 hereof) to 1 January 1958.

(b) Billing Rates - Provisional payment on account of all overhead will be made on the basis of billing rates acceptable to the Contracting Officer or his authorized representative pending establishment of final overhead rates in accordance with the clause of the General Provisions hereof entitled "Negotiated Overhead Rates".

PART V - ANTICIPATORY COST

All costs which have been incurred by the Contractor on or after 21 January 1957, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of Allowable Costs hereunder, will be accepted by the Contracting Officer as cost under this contract.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and, notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting

Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.